

This agreement will become effective when signed by both parties and will terminate on the date a party terminates the Agreement as provided below.

14. Terminating the Agreement

Either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by writing signed by both parties.

Signatures

New Los Angeles Charter Schools

Printed Name

Signature

Date

Contractor:

Printed Name

Signature

Date

Ashley E Schwartz

1/22/19

invoice, and a summary of the work performed. In the event the invoice is not paid within 30 days, Client shall pay a 1% interest on the outstanding invoice.

3. Termination of the Agreement

Either the School or the Counselor may terminate this Agreement at any time for any reason and such termination will be effective immediately.

5. Independent Contractor Status

The School and Counselor mutually understand and agree that the Counselor is an independent contractor, and that Counselor shall not be deemed to be employee of the School. The parties further agree that the Counselor shall be and at all times shall act and perform as an independent contractor.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is effective January 22, 2019 between Ashley Schwartz (Referred to as "the Counselor/Contractor") and New Los Angeles Charter Schools (MS and ES) (referred to as "the School/Client").

1. Services to Be Performed

Contractor agrees to perform the following services:

- Plan and provide counseling sessions as indicated on students IEP at Elementary School and Middle School from January 22, 2019-June 7, 2019. This includes DIS Counseling and Guidance services and Psychological Services (ERICS).
- Develop and document IEP goals and Presents Levels of Performance in the areas of social and emotional functioning.
- Collaborate with school staff on the development and implementation of Behavioral Support Plans and progress towards IEP goals.
- Provide consultation and assistance for administrators, teachers, and assistants regarding students on their caseload.
- Collaborate and communicate with parents to coordinate educational treatment.
- Provide student support in the classroom through observation and promotion of positive replacement behaviors.
- Provide referrals to outside agencies and advocate for additional support as necessary.
- Provide Crisis Intervention Services to students as needed.
- Conduct threat assessments as necessary, and mobilize appropriate support for students with IEPs.
- Develop and implement student safety plans as necessary.
- Support school staff in implementing student safety plans.
- Attend and participate in IEP meetings for students with counseling on their IEP.
- Complete all required documentation in accordance with LAUSD standards utilizing Welligent (track services, session notes, progress reports, compliance review)

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates:

15 hours per week at a rate of \$80 per hour. Additional hours will be paid at \$80 per hour with prior approval from the Director of Special Education. This is subject to change at the discretion of the school.

Contractor shall be paid within 30 days after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the